



09-CV-05240-ORD

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

BOEING EMPLOYEES' CREDIT UNION,  
a Washington corporation,

Plaintiff,

v.

P/C WHITE DAHLIA, Official Number  
1192139, her engines, tackle, apparel,  
furniture and equipment, *In Rem*, and  
DENA M. BYERSDORF and "JOHN  
DOE" BYERSDORF, her husband,  
and their marital community,  
*In Personam*,

Defendants.

IN ADMIRALTY

NO.

**C09-5240** RJB

~~(PUGLIA)~~  
ORDER APPOINTING PUGLIA  
ENGINEERING, INC. SUBSTITUTE  
CUSTODIAN AND ORDER  
AUTHORIZING MOVEMENT OF  
VESSEL

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON:

Plaintiff, Boeing Employees' Credit Union, by and through its attorney of  
record, having made appearance and made the following recitals:

Order Appointing Puglia Engineering, Inc. Substitute Custodian  
and Order Authorizing Movement of Vessel 1

Law Office of  
STAN LOOSMORE, P.S.  
3011 One Union Square  
600 University Street  
Seattle, WA 98101  
206 622-2400

1           1.     On April 23, 2009, the Complaint herein was filed praying that the  
2 vessel P/C WHITE DAHLIA, Official Number 1192139, her engines, machinery,  
3 tackle and appurtenances, etc., be condemned and sold to pay plaintiff's claims and  
4 for other proper relief.

5           2.     The Clerk of the Court has been authorized to issue a Warrant for  
6 Arrest commanding the United States Marshal for this District to arrest and take  
7 the defendant vessel into custody and to detain it in custody until further Order of  
8 this Court.

9           3.     It is contemplated that the United States Marshal will seize the  
10 defendant vessel forthwith. Custody by the U. S. Marshal requires the services of  
11 one or more keepers at a charge of \$250.00 or more per day for the keepers alone  
12 and not including charges for storage and the other services usually associated with  
13 safekeeping vessels similar to the defendant vessel.

14          4.     It is believed that the defendant vessel is currently moored in Gig  
15 Harbor, Washington. After its arrest, the vessel will be towed to facilities  
16 satisfactory to Puglia Engineering, Inc. in Tacoma, Washington.

17          5.     Plaintiff is agreeable to allow Puglia Engineering, Inc., through its  
18 president, Neil Turney, to assume the responsibility of safekeeping said vessel and  
19 Puglia Engineering, Inc., through its president, Neil Turney, has consented to act as  
20 her custodian until further Order of this Court. Fees and expenses to be charged  
21 by Puglia Engineering, Inc. will be substantially less than the cost of leaving the  
22 defendant vessel in the custody of the U. S. Marshal.

23          6.     Neil Turney, president, Puglia Engineering, Inc., by declaration  
24 appended hereto and made a part hereof, avers that neither he nor Puglia  
25 Engineering, Inc. has any interest in the outcome of this lawsuit, can arrange for

1 adequate facilities and supervision for the proper safekeeping of the vessel, and has  
2 obtained liability insurance with policy limits of not less than \$1,000,000.00 which  
3 is expected to be adequate to respond in damages for loss of or injury to the  
4 defendant vessel or for damages sustained by third parties due to any acts, faults or  
5 negligence of said Substitute Custodian. Further, in his declaration, Neil Turney,  
6 on behalf of Puglia Engineering, Inc., agrees to accept custody of the defendant  
7 vessel and its equipment which is the subject of the action herein, in accordance  
8 with the terms of this Order.

9       7. In consideration of the U. S. Marshal's consent to the appointment of  
10 Puglia Engineering, Inc., through its president, Neil Turney, as Substitute Custodian,  
11 plaintiff agrees to release the United States and the U. S. Marshal from any and all  
12 liability and responsibility arising out of the care and custody of the defendant vessel  
13 and its equipment, from the time the U. S. Marshal transfers custody of the vessel  
14 over to the Substitute Custodian, and plaintiff agrees to indemnify and hold the  
15 United States and the U. S. Marshal harmless from any and all claims whatsoever  
16 arising out of the Substitute Custodian's possession and safekeeping.

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18       THEREFORE, IT IS ORDERED that the U. S. Marshal for the Western  
19 District of Washington be, and is authorized and directed, upon the seizure  
20 pursuant to the Warrant for Arrest of said defendant vessel, its engines, tackle, and  
21 all other necessities thereunder appertaining and belonging, to surrender the  
22 custody thereof to Puglia Engineering, Inc., through its president, Neil Turney, as  
23 Substitute Custodian, and that upon such surrender the U. S. Marshal shall be  
24 discharged from all duties and responsibilities for the safekeeping of said vessel and  
25 held harmless from any and all claims arising out of said custodial services.

1       IT IS FURTHER ORDERED that the Substitute Custodian shall see to and be  
2 responsible for the safekeeping of the defendant vessel. Duties of the Substitute  
3 Custodian shall include, but are not limited to, ensuring that there is adequate,  
4 safe moorage for the defendant vessel. The Substitute Custodian is not required to  
5 have a person live on board the defendant vessel, but an officer or authorized agent  
6 of the Substitute Custodian shall go on board from time to time to carry out the  
7 duties of Substitute Custodian. No other person shall be allowed to enter on the  
8 defendant vessel except as provided for herein or as otherwise expressly authorized  
9 by Order of this Court.

10       IT IS FURTHER ORDERED that the defendant vessel may be moved by safe  
11 means from its present moorage to adequate, safe moorage at facilities in Tacoma,  
12 Washington. The Substitute Custodian shall notify the Office of the U. S. Marshal  
13 that the vessel is to be moved and shall again notify the Office of the U. S. Marshal  
14 when the vessel has been moved and is securely moored. Once the vessel has been  
15 moved and moored, the defendant vessel shall not be moved again or to any other  
16 facility without further Order of the Court.

17       IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not  
18 required to, retain a marine engineer familiar with the vessel and take him on board  
19 the vessel with authorized agents of the Substitute Custodian to assist in the  
20 moving and securing of the vessel.

21       IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not  
22 required to, remove those pieces of electronic equipment on board the vessel, if any,  
23 which may be easily removed without damage to the vessel, and that such removed  
24 electronic equipment shall be stored in a safe, secure storage pending further Order  
25 of this Court.

1 IT IS FURTHER ORDERED that the Substitute Custodian, may, but is not  
2 required to, retain such services as are necessary to clean the interior and/or  
3 exterior of the vessel, with such cleaning services to be performed under the  
4 supervision of the Substitute Custodian.

5 IT IS FURTHER ORDERED that plaintiff shall arrange to pay charges for  
6 towing and moorage of the vessel, shall pay the fees and costs of the Substitute  
7 Custodian and shall reimburse the Substitute Custodian for costs incurred in  
8 securing the vessel, in conducting the inventory of the equipment on board, and in  
9 having the vessel cleaned.

10 IT IS FURTHER ORDERED that all authorized expenses, hereafter approved  
11 by the Court, for securing and conducting the inventory of the vessel in an amount  
12 not to exceed \$400.00, for custody of the vessel and its equipment in an amount  
13 not to exceed \$400.00 per month, for charges for towing the vessel, in an amount  
14 not to exceed \$460.00, for moorage in an amount not to exceed \$516.00 per month,  
15 for insurance on the vessel in an amount not to exceed \$500.00 plus \$800.00 per  
16 month for port risk hull insurance, and for charges of a locksmith, of a marine  
17 engineer, for cleaning and securing the vessel and for storing electronic equipment,  
18 which are incurred by the Substitute Custodian or plaintiff for the movement and  
19 safekeeping of the defendant vessel and its equipment, shall be deemed  
20 administrative expenses of the U. S. Marshal.

21 IT IS FURTHER ORDERED that plaintiff's attorney shall send a copy of this  
22 Order to the owner of the defendant vessel by Certified Mail, Return Receipt

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1 Requested addressed to the last known address.

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DATED this 23<sup>rd</sup> day of April, 2009.

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UNITED STATES DISTRICT JUDGE

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8 Presented By:

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Stan Loosmore, WSBA 6011  
Attorney for Plaintiff

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14 Approved By:

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for U. S. Marshal  
Western District of Washington

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25 222-09007-5p

Order Appointing Puglia Engineering, Inc. Substitute Custodian  
and Order Authorizing Movement of Vessel 6

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3011 One Union Square  
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Seattle, WA 98101  
206 622-2400

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DATED this 23<sup>rd</sup> day of April, 2009.

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UNITED STATES DISTRICT JUDGE

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8 Presented By:

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Stan Loosmore, WSEA 6011  
Attorney for Plaintiff

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14 Approved By:

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for U. S. Marshal  
Western District of Washington

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222-09007-Sp

Order Appointing Puglia Engineering, Inc. Substitute Custodian  
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